MASTER CONTRACT

between

CLEAR CREEK EDUCATION ASSOCIATION

and

CLEAR CREEK COMMUNITY SCHOOL DISTRICT

for the

1976 - 1977 SCHOOL YEAR

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ARTICLE I: PREAMBLE - The Board of Directors of the Clear Creek Community School District, hereinafter referred to as the "Board", and the Clear Creek Education Association, hereinafter referred to as the "Association", recognize that the aim of the public schools is to provide a quality education program for children and youth of the School District. The parties further recognize that attainment of this educational objective is primarily the joint responsibility of the Board through the administrative staff and the Association through the professional staff.

Whereas, the Board and the Association have agreed to negotiate in good faith, and

Whereas, the parties have reached certain understandings which they desire to confirm in this agreement, it is agreed as follows:

ARTICLE II: RECOGNITION -

A. Unit -The Board hereby recognizes the Clear Creek Education Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified exclusive and sole bargaining representative for all personnel as set forth in the Iowa Public Employment Relations Board certification instrument (case number 238) issued by the PERB on the twenty-fifth (25th) day of September, 1975.

The unit described in the above recognition is as follows:

Included are all professional employees including classroom teachers, guidance counselors, librarians, media specialists, nurse(s), all eligible coordinators, and Title I.

Excluded are superintendent, director of athletics, principals, career education coordinator, and all non-professional employees, and all others excluded by Section 4 of the Iowa Public Employment Relations Act.

B. Definitions - The term "Board" as used in this Agreement, shall mean the Board of Education of the Clear Creek Community School District or its duly authorized representatives.

The term "teachers" as used in this agreement, shall mean all professional employees within the bargaining unit represented by the Clear Creek Education Association and as defined and certified by the Iowa Public Employment Relations Board.

The term "Association" as used in this agreement, shall mean the Clear Creek Education Association or its duly authorized representatives or agents.

ARTICLE III: ASSOCIATION RIGHTS -

A. Use of Facilities - The CCEA and its members shall have the right to make use of school buildings and facilities at all reasonable hours for meetings and to use any equipment, including typewriters, mimeograph machines, and other duplicating equipment when such equipment is not otherwise in use. The CCEA shall pay for the reasonable cost of all materials and supplies incidental to such use. The building principal shall be notified of the time and place of all meetings. When school buildings and facilities are to be used for meetings involving affiliated members hosted by CCEA, prior approval shall be obtained from the Board, and standard rental charges will be in effect.

B. Communications - The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each school building in areas designated for employee use, such as teacher's lounges and workrooms, but not in areas open to the public or students. The Association may use the district mail service and employee mailboxes for communications to employees.

C. Access to Members - Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

ARTICLE IV: GRIEVANCE PROCEDURE -

A. Definition and Purpose - A grievance shall mean a claim that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as infomal and confidential as may be appropriate at any step of the procedure.

B. Procedure - All teachers covered by this Agreement shall have the right to present grievances and meet and adjust individual complaints with their supervisors in accord with Section 17.1 of the Act or in accord with these procedures.

Any aggreived teacher may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present at all levels as a party of interest. The Association shall have the right to grieve any adjustment of the teacher's claim if such adjustment is inconsistent or contrary to the provisions of this Agreement.

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance, in writing, to the Superintendent directly and the processing of such grievance shall be commenced at Step Three.

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

Insofar as the law allows, all meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties of interest, and their designated or selected representatives, heretofore referred to in this Article.

The failure of a teacher to act on any grievance within the prescribed time limits will act as a bar to any future appeal on that occurrence. An administrator's failure to give a decision within the time limits shall permit the grievance to proceed to the next step. The time limits may be extended by five (5) days at any one step at the request of either party. Further extension of time limits may be made by mutual agreement.

It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher, teachers, or by the Association shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teacher, teachers, or of the teaching staff.

C. Grievance Steps - Step One - An attempt shall be made to resolve any grievance in informal, verbal discussion between the claimant and his/her building administrator.

Step Two - If the grievance cannot be resolved informally, the aggrieved teacher, shall file the grievance in writing with his/her building administrator, and, at a mutually agreeable time, discuss the matter with him/her. The written grievance shall state the nature of the grievance, shall note the specific contract clause or clauses of the Agreement alleged to have been violated, misinterpreted, or misapplied, and shall state the remedy requested. The filing of the formal, written grievance at Step Two must be within one hundred and twenty (120) calendar days from the date of occurence of the event giving rise to the grievance. The building administrator shall make a decision on the grievance and communicate it in writing to the teacher and Superintendent within ten (10) school days after receipt of the grievance.

Step Three - In the event a grievance has not been satisfactorily resolved at Step Two, the aggrieved teacher shall file, within five (5) school days of the building administrator's written decision at Step Two, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved and the Superintendent or his/her designee shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within ten (10) school days of the Step Three grievance meeting and communicate it in writing to the teacher and the building administrator.

Step Four - If the grievance is not resolved satisfactorily at Step Three, there shall be available, Step Four, impartial, binding arbitration. The Association may submit, in writing, a notice on behalf of the Association and the grieving teacher to the Superintendent within thirty (30) days from receipt of the Step Three answer, to enter into such arbitration. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties cannot reach agreement on an arbitrator within seven (7) days, the Public Employment Relations Board shall be requested to provide a list of seven (7) arbitrators. With the party winning a coin toss striking first, each of the parties shall alternately strike one name at a time from the list until only one shall remain. The person whose name remains shall be the arbitrator. The decision of the arbitrator will be binding upon the parties.

The arbitrator, in his/her written award, shall not amend, modify, nullify, change, ignore, or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented in writing by the School District and the Association and the decision must be based solely and only upon interpretation of the meaning or application of the express relevant language of the Agreement.

Expenses for the arbitrator shall be borne equally by the Board and the Association.

D. Exclusions - Whenever in this Agreement, an Article speaks of a decision, judgement, opinion, or the discretion of the Association, teacher, Board, Superintendent, administration, administrator or building administrator, said decision, judgment, opinion, or discretion is solely the responsibility of said persons or person and is final, and shall not be subject to the Grievance Procedure.

If the Association and/or any teacher or teachers file (s) any claim or complaint in any form other than as described in Step Two of the Grievance Procedure of this Agreement, then the School District shall not be required to process the said claim or complaint.

ARTICLE V: TEACHER HOURS -

A. Work Year - Regular Contract - The in-school work year for teachers shall not exceed one hundred eighty-five (185) work days, except that teachers new to the District may be required to attend an additional one (1) day of orientation.

B. Work Day - Length of Day - The total in-school work day shall consist of not more than eight (8) hours, except as provided in this Agreement.

Arrival and Departure Time - The required arrival time for all full-time teachers shall be 8:05 A.M. and the allowed departure time shall be 4:00 P.M. except as provided in this Agreement. On Fridays or on days preceding holidays and vacations, the teacher's day shall end twenty-five (25) minutes after the end of classes if all supervisory responsibilities have been met.

C. Lunch Periods - Teachers shall have a twenty-five (25) minute uninterrupted duty-free lunch period except that lunch room supervision may be assigned no more than once every five school-lunch days.

D. Meetings and Other Overtime - Meetings Before and After the Regular Work Day - Teachers may be required to arrive early or to remain after the end of the regular work day without additional compensation a total of one (1) time each month. Such extra time may be no more than fifteen (15) minutes before the regular arrival time nor thirty (30) minutes after the regular departure time. If additional time is needed, students shall be dismissed early. Meetings shall not be called before hours on Mondays nor after hours on Fridays or on any day immediately preceding any holiday or other day upon which teacher attendance is not required at school.

Faculty Meetings - Teachers shall have the opportunity to suggest items to be discussed at faculty meetings.

Evening Meetings and Assignments - Teachers may be required to attend no more than four (4) evening meetings or assignments each school year without additional compensation. Meetings shall not be called to begin later than 8:00 P.M. Such meetings or assignments shall not exceed two (2) hours each. If additional time is needed for assignments, teachers shall be assigned in blocks of time of not more than two (2) hours each. Such meetings shall not be called for Friday evening or on any other evening preceding any holiday or other day upon which teacher attendance is not required at school, except for assignment to student social or academic events.

E. Exceptions - Exceptions to the standards of this Article shall be made upon the judgment of the Superintendent and/or building administrator in cases of emergency where pupil or personnel health and/or safety requires.

ARTICLE VI: HOLIDAYS AND VACATIONS -

A. Unpaid Holidays and Vacation Periods - For the 1976 - 1977 school year the holiday and vacation periods shall be:

September 6, 1976

November 25, 26, 1976

December 23, 24, 27, 28, 29, 30, 31, 1976

January 3, 1977

April 7, 8, 11, 12, 1977

May 30, 1977

ARTICLE VII: HEALTH AND SAFETY -

A. Physical Examination - The Board shall pay at least fifteen dollars ($15.00) toward the cost of each general physical examination required. The physician shall be chosen by the teacher. The Board shall pay the costs of any special medical examination or test it may require.

B. Protective Devices - The Board shall provide at no cost to the teacher such special clothing, equipment, and devices as may be required by the Board.

C. Emergency Dismissal - When a school day is shortened because of weather, road or other emergency conditions, a teacher shall be free to leave as soon as his/her supervisory duties have been met.

ARTICLE VIII: SICK LEAVE -

A. Sick Leave Allowances - Full-time teachers shall be entitled to sick leave, granted in minimum units of one half day, in the following graduated scale:

first year of employment in District	10 days sick leave
second year of employment in District	11 days sick leave
third year of employment in District	12 days sick leave
fourth year of employment in District	13 days sick leave
fifth and subsequent years in District	15 days sick leave

Unused sick leave days shall be accumulated from year to year with a maximum limit of accumulation of up to 100 days.

If, for any reason, a teacher cannot report to work because of personal illness, the teacher should notify the building administrator by 7:00 A.M. Sick leave shall not be granted for elective surgery or such illnesses, or for leaves for which reasonable evidence cannot be shown, confirming the necessity of sick leave absence.

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B. Notice of Accumulation - Teachers may contact the District Board secretary during normal business hours to confirm the amount of sick leave credited to them. Such confirmation shall be given within five (5) working days of the request. It shall be the responsibility of teachers to sign a written confirmation of their accumulated sick leave status at the end of each academic year. Further, each teacher shall be given written notice of current accumulated sick leave days not later than thirty (30) working days after the start of each school year.

C. Maternity - Except as hereafter modified, standards and procedures for sick leave shall be applicable to maternity leaves. All teachers shall be eligible for the period medically indicated for termination and recommencement of duties as hereafter provided.

A teacher who is pregnant shall inform the building administrator of the expected date of medical confinement not later than the beginning of the sixth month of pregnancy. At that time the teacher shall give notice in writing to the building administrator of the expected date of childbirth, whether the teacher plans to continue to perform the teaching duties during the period of pregnancy and whether or not the teacher expects to return to work after the time of medical confinement.

The determination of the dates maternity leave shall commence and terminate shall be made by the building administrator in consultation with the teacher. If the teacher desires to continue teaching duties during the period of pregnancy, the teacher shall provide a statement from the attending physician stating physical capability and to what date such capability may continue. Following childbirth, the teacher shall furnish a written statement from the attending physician that the teacher is physically capable of resuming teaching duties or on what date the teacher will be so capable.

A maternity leave beyond the teacher's accumulated sick leave days may be granted, without wages and/or benefits, for the period designated by the building administrator.

D. Family Illness - In the case of illness of a member of the immediate family within the household or a parent or child, a teacher may be granted sick leave up to the accumulated sick leave limits at the discretion of the Superintendent for a period not to exceed five (5) working days per school year.

ARTICLE IX: TEMPORARY LEAVES OF ABSENCE -

A. Paid Leaves - Personal Business - At the beginning of each school year, each teacher shall be credited with two (2) days to be used for the teacher's personal business. A personal business day may be used for any purpose at the teacher's discretion except that the day may not be used during any form of work stoppage. A teacher planning to use a personal leave day or days shall notify the building administrator at least twenty-four (24) hours in advance, except in cases of emergency when notice shall be given by 7:00 A.M. to allow usage during that day. Personal leave shall not be granted for a school day immediately before or after a holiday, or vacation period, nor during the first week or the last week of the school year. Personal leave shall be granted to not more than two teachers per attendance center per day. Personal leave shall be granted in units of not less than one half day.

Bereavement - Up to five (5) days of leave shall be granted at any one time in the event of death of a teacher's spouse, child, parent, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, or any member of the immediate household.

In the case of the death of any other relative or person of unusually close personal relationship, the teacher may be granted permission to attend the funeral at the discretion of the Superintendent without loss of wages or benefits.

The Superintendent shall require written reasonable evidence confirming the necessity of bereavement leave.

Professional Leave - Professional leave for good cause may be granted teachers upon advance approval at the sole discretion of the building administrator or his/her designee.

Association - Up to eight (8) days shall be available for representatives of the Association to attend the delegate assembly or other activities of the local, state and national affiliate organizations. The Association shall reimburse the School District for the cost of substitute teachers needed during such leave. The Association shall notify the building administrator of any teacher requesting Association leave at least twenty-four (24) hours prior to such use. Association leave shall be granted in units of not less than one whole day.

B. Unpaid Leaves - Short Term or Extended Leaves - Short term or extended leaves of absence without wages or benefits may be requested in writing to the Board. The granting of such leaves shall be wholly at the discretion of the Board.

Educational Improvement - A leave of absence, without pay or benefits, of up to one (1) year may be granted at the sole discretion of the Board, upon

application in writing, for the purpose of engaging in study reasonably related to professional responsibilities at an accredited college or university. A teacher on educational improvement leave must notify the Board, in writing, on or before March 1, for recommencement of appointment for the following school year.

Military - Leave of absence shall be granted for any period of active state or Federal military service. Benefits for such military leave shall comply with current applicable state statutes such as Chapter 29A of the Code of Iowa and Federal statutes.

ARTICLE X: STAFF DEVELOPMENT (IN-SERVICE) EDUCATION COMMITTEE -

A. Staff Development Education Committee - A staff development education committee shall be established consisting of five (5) members. The Superintendent shall appoint two (2) members, one to be an administrator and the other to be the staff development coordinator. The Association shall appoint the remaining three (3) members with representation given to each attendance center. The Superintendent and the Association shall designate alternates for each of their appointees. The chairperson shall be selected annually by the committee.

Responsibilities - The staff development education committee shall be established for the purpose of making recommendations to the Superintendent for the planning and evaluation of the content and structure of staff development training.

The committee may recommend the appointment to sub-committees such additional teachers, administrators, students, parents, professional consultants and/or other persons deemed desirable and appropriate.

Meetings - The staff development education committee shall meet on a trimonthly basis. Other meetings shall be held as deemed necessary by the chairperson. These meetings may occur during such school hours as can be coordinated and finalized between the building administrators and the committee chairperson.

B. Content and Structure - Final approval of any recommendations of this committee for the content and structure of staff development training shall reside with the Board.

ARTICLE XI: EVALUATION PROCEDURE -

A. Times of Evaluation - Teachers serving their first year in the Clear Creek Community School District, and teachers changing fields, subject areas or transferred within the District, shall be evaluated a minimum of twice each school year. There shall be an interval of at least twenty (20) teacher-working days between evaluations.

Teachers beyond the first year in the District, except teachers changing fields, subject areas or transferred within the District, shall be evaluated a minimum of once each school year.

Evaluations in addition to the minimums established above may be initiated by either the teacher or the Administrator.

Each evaluation shall be based upon classroom observation of at least thirty (30) consecutive minutes or, if requested by the teacher, starting with the beginning of the day's lesson and continuing to the end of the lesson.

Informal classroom visits by the Superintendent and/or the building administrator may occur at any time.

B. Preliminaries to Evaluation - At least ten (10) teaching days before the initial evaluation is conducted, the Administrator shall acquaint teachers with the evaluation procedures to be used, and present the teacher with the evaluation form to be used.

Prior to the initial evaluation, the Administrator shall receive two days in advance, written plans of the objectives, methods, and materials to be used during the evaluation class time.

C. Philosophy of Evaluation - All formal evaluation of classroom teaching performance shall be conducted openly and with the full knowledge of the teacher.

Evaluations shall be conducted for the purpose of improving professional performance.

D. Follow-up to Evaluation - An appraisal conference shall be held between the teacher and the administrator within three (3) school days following the classroom observation. If the administrator has found any part of the evaluated performance to be less than satisfactory, he/she shall report this in writing or a written report shall be filed stating that nothing less than satisfactory was found. The written report shall state the nature of the unsatisfactory performance, and include suggestions of ways to improve. The administrator shall provide the teacher with definite, positive assistance for improvement and correction of deficiencies. Such assistance shall be summarized in writing with an initialed copy retained by the administrator and the teacher. The teacher shall acknowledge the written report, by signature. However, the teacher's signature shall not necessarily imply agreement with the report. The report shall be filed in the teacher's personnel file.

The teacher shall have the right to present a written response to the evaluation report to the administrator within ten (10) school days after signing the report. This statement shall be affixed to the evaluator's report and shall be included with it in the teacher's personnel file.

The teacher has the right to view and copy any or all contents of his/her personnel file during normal business hours.

Refer to Article IV, Grievance Procedure, Section C, Subsection 3 for appeal.

ARTICLE XII: SENIORITY -

Seniority shall be defined as the length of current consecutive professional employment by the District, including any leave time provided for in this Agreement.

ARTICLE XIII: TRANSFER PROCEDURE -

A. Voluntary - Application - A teacher may submit a written application to the Superintendent for a transfer to another building or teaching assignment at any time. Such application shall be considered active for one year. The Superintendent shall make the final decision and shall notify the applicants from within the district.

Notification - The Superintendent shall notify the Association of all teacher vacancies, openings, or new positions and the deadline date for applications. The Superintendent shall make the final decision for assignment and notify applicants from within the district.

Seniority - Consideration shall be given to the relative skill, ability, competence and qualifications of available teachers to do available work. If a choice must be made between two or more teachers of equal skill, ability, competence or qualifications, based upon the judgment of the Superintendent, the assignment shall be made to the teacher with the greater length of current consecutive professional employment in the district.

B. Involuntary Transfer - Procedure - The Superintendent shall make reasonable effort to find a certified and qualified applicant, acceptable to the Board, before making involuntary transfer of district teachers. Teachers requested to make involuntary transfer shall be given written notice with reasons, no later than twenty (20) school days prior to the effective date of transfer, except in case of emergency.

Seniority - Consideration shall be given to the relative skill, ability, competence and qualifications of available teachers to do available work. If a choice must be made between two or more teachers of equal skill, ability, competence or qualifications, based upon the judgment of the Superintendent, the assignment shall be made to the teacher with the least length of current consecutive professional employment in the district.

ARTICLE XIII: TRANSFER PROCEDURE - page 2

Hearing - Teachers requested to make involuntary transfer may have a hearing, by written request within ten (10) working days of notification of transfer, before the Superintendent, to discuss the reasons for transfer and to present a response. The hearing shall be held within (7) seven days of the request. The Superintendent will make the final decision.

Continued Search - The Superintendent shall continue the search for a certified and qualified applicant, acceptable to the Board, and if such a person can be found within one year, the teacher involuntarily transferred may be returned to his/her original position.

ARTICLE XIV: PROCEDURE FOR STAFF REDUCTION -

A. Reduction of Staff - In the event reduction of staff is necessary and the need cannot be met by attrition, the Administration shall base its decision as to contract renewals on the relative skill, ability, competence, and qualifications of available teachers to do available work. If a choice must be made between two or more teachers of equal skill, ability, competence, and qualifications to teach in the designated area, first, teachers with emergency or temporary certificates in the curricular area affected, shall be eliminated from further consideration. Secondly, contract renewal shall be given to the teacher with the greater length of current consecutive professional employment in the District. Teachers laid off shall be given preference in realignment assignments.

B. Recall - Any teacher, who resigns upon request for reason of staff reduction, shall be accorded recall rights as provided in this Article.

Any teacher terminated pursuant to this Article shall have recall privileges for up to fifteen months from the effective date of the teacher's termination to the level on the salary schedule to which the teacher is entitled at the time of termination. A teacher not desiring recall shall indicate this by letter to the Superintendent with a copy to the Association. A teacher desiring recall shall keep the Board informed of a current address, in writing, to the Superintendent.

The Board shall recall only those teachers that the Board considers to be certified and qualified for an available position. Any teacher reemployed by exercising recall privileges shall be granted credit for experience as if continuously employed in the district, provided the teacher has remained in the field of teaching through service and/or study during the period between termination and recall.

Refusal of recall to a position for which the teacher is qualified shall in no way affect continuation of recall privileges.

C. Determination of Staff Reduction -

It shall be the sole, exclusive and final judgment of the Board to determine when declining enrollment, budgetary limitations, reduction or changes in program requires reduction or realignment of staff among teachers.

ARTICLE XV: DUES DEDUCTION -

A. Authorization - Any teacher may present in writing, a request card provided by the Association, certifying membership in the Association and requesting and authorizing payroll deduction of professional dues; such cards shall be presented not later than thirty (30) days prior to the close of the payroll period when deduction should begin, and presented at the District office.

The Association agrees to release and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions of this Article and the Agreement between the parties for Dues Deduction.

B. Duration - Such authorization and request cards shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board and to the Association.

C. Transmission of Dues - For purposes of this Agreement, dues shall include only duly authorized professional association dues and shall not include initiation fees, special assessments, back dues, fines or similar items.

The Board shall transmit the total monthly deduction for dues within thirty (30) days following each payroll deduction.

ARTICLE XVI: HEALTH INSURANCE -

The Board agrees to provide twenty-one dollars and forty cents ($21.40) per month toward the single individual contract premium for a health and major medical insurance program, selected by the Board; such benefit shall be granted all full-time teachers, who work nine months or more, and who work a minimum of thirty (30) hours per week. To receive this benefit, teachers must express their desire to be a part of the program, in writing to the Board, no later than August 15 each year.

ARTICLE XVII: SALARY -

A. Degree Teachers - The Board shall provide for the 1976-77 school year a salary schedule for all full-time and part-time certificated degree teachers as set forth in Appendix A, attached hereto and made a part thereof.

B. Non-Degree Teachers - All full-time and part-time certificated non-degree teachers shall receive a salary increase equal to the average percent of increase for all teachers as shown on the same Appendix A.

C. New Teachers - Teachers hired for the first time in the Clear Creek Community School District shall be placed, for the 1976-77 school year, on the appropriate place on the salary schedule for which he or she qualifies by education and experience. Advance placement due to teacher experience shall not exceed Step 5.

D. Degree Recognition - A non-degree teacher who receives a bachelor degree shall be placed for the 1976-77 school year, on the appropriate place on the salary schedule for which he/she qualifies by experience. Placement shall not exceed Step 8.

E. Salary Pay Periods - Each teacher shall select at the time the individual's contract is presented to the Board, the choice of eighteen (18) or twenty-four (24) equal installments for salary payment. Pay checks shall normally be offered on the first and fifteenth days of each month or on the closest work day prior to that date.

F. Advancement on Salary Schedule - Increments - Teachers on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A half year of service consists of assignment in the Clear Creek Community School District for one semester.

Educational Lanes - Teachers on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another, he/she shall file suitable evidence of additional educational credit with the Superintendent no later than thirty (30) days after the beginning of the first semester and pay adjustments shall be retroactive to the beginning of the same semester.

Career Increment - Teachers who have reached the maximum of their training lane shall receive an additional one percent (1%) of the maximum in that training lane each year once they have met the maximum of that lane.

G. Final and Summer Pay - Final Pay - Teachers terminating employment shall have the option of receiving all or part of their contracted salary in the last pay period of the in-school work year.

Summer Checks - Summer checks, other than for summer school teachers, shall be mailed to the address designated by the teacher.

H. Payroll Deductions - Upon appropriate written authorization from a teacher, the Board shall deduct annuities and/or insurance programs approved by the Board from the salary of the teacher and shall make the appropriate remittance.

The Association agrees to release and hold harmless the Board and each individual member, and all administrators against any and all claims, cost, suits or other forms of liability and all court costs arising out of the application of the provisions of this paragraph and the Agreement between the parties for payroll deductions.

ARTICLE XVIII: SUPPLEMENTAL PAY -

A. Additional compensation shall not be granted above the salary set for teachers assigned to extra or supervisory duties beyond the regular school day, except as otherwise provided in this contract and/or presented in Appendix B, attached hereto and made a part thereof.

Employee participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall, insofar as possible, be voluntary.

B. Expenses of Traveling Teachers - Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required, without his/her consent, to engage in inter-school travel of more than twenty (20) miles per day, excepting extra-duty assignments.

Teachers who may be requested to use their own automobiles in the performance of their duties and teachers who are assigned to more than one school per day shall be reimbursed for all such travel at the rate of fifteen (15) cents per mile. The same allowance shall be given for use of personal cars for authorized field trips or other assigned business of the district.

A teacher shall be assigned a traveling position only as educational needs require.

ARTICLE XIX: COMPLIANCE CLAUSES AND DURATION -

A. Precedence - If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

B. Savings Clause - This agreement supercedes and cancels all previous agreements between the School District and the Association or any teacher, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining in preparation for the 1976-77 term of this Agreement. It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the School District and the Board of Directors which are not specifically limited by the express language of this Agreement are retained by the Board, provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had limited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School District and the Association, for the duration of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in, this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that Article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

C. Notices - Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision (s) of this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

If by the Association, to the Board at: Clear Creek Community School District, Board of Education, Administrative Offices, Tiffin, Iowa 52340.

If by the Board, to the Association at: Clear Creek Education Association, Clear Creek Middle School, Rural Route 1, Oxford, Iowa, 52322.

D. Duration - This Agreement shall be effective as of July 1, 1976, and shall continue in effect until June 30, 1977.

E. Signature Clause - In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the _____ day of _____, 19 ___.

for the Clear Creek Education Association	for the Clear Creek Community School District Board of Education
_____ President	_____ President
_____ Chief Negotiator	_____ Chief Negotiator

APPENDIX A

TEACHER SALARY SCHEDULE

1976 - 1977

TRAINING LANES

Years of Experience Steps	BA	BA + 12	BA + 24	MA
Base	8,700	8,850	9,050	9,200
1	9,048	9,198	9,398	9,548
2	9,396	9,546	9,746	9,896
3	9,744	10,044	10,244	10,544
4	10,092	10,392	10,592	10,892
5	10,440	10,740	10,940	11,240
6	10,788	11,088	11,288	11,588
7	11,136	11,436	11,636	11,936
8	11,484	11,784	11,984	12,284
9	11,832	12,132	12,332	12,632
10	12,180	12,480	12,680	12,980
11	-	12,828	13,028	13,328
12	-	-	13,376	13,676

Schedule above includes recognition of continued service to the District by adding at step 3 and above:

in BA + 12 training lane	$150.00
in BA + 24 training lane	150.00
in MA training lane	300.00

Average percent of increase for all teachers - 10.45

APPENDIX B

EXTRA DUTY PAY

1976 - 1977

A. EXTRA-CURRICULAR PROGRAMS - extra pay of 10% of BA base for first year of service in District, 11% of BA base for second year of service in District, and 12% of BA base for third and subsequent years of service in District. To be paid as follows:

Head Coach - Football

Head Coach - Basketball

Head Coach - Wrestling

B. EXTRA-CURRICULAR PROGRAMS - extra pay of 9% of BA base for first year of service in District, 10% of BA base for second year of service in District, and 11% of BA base for third year of service and subsequent years of service in District. To be paid as follows:

Director, musical co-director, vocal contests and events, and swing group.

Director, musical co-director, class play and speech contests and events.

Director, high school band, 7th and 8th grade band, and musical orchestra.

C. EXTRA-CURRICULAR PROGRAMS - extra pay of 6% of BA base for first year of service in District, 7% of BA base for second year of service in District, and 8% of BA base for third and subsequent years of service in District. To be paid as follows:

Assistant Coaches, Two (2) for Basketball

Assistant Coaches, Two (2) for Football

Assistant Coaches, One (1) for Wrestling

Coach - Fall Softball

Coach - Gymnastics

Coach - Summer Baseball

Coach - Summer Softball

Coaches, Two (2) for Track

Coaches, Two (2) for Junior High Football

Coaches, Two (2) for Junior High Basketball

Coach - Junior High Wrestling

D. EXTRA-CURRICULAR PROGRAMS - extra pay as presented below:

Coach - Junior High Track at $400.00

Cheerleader Sponsor - Senior High at $250.00

Chaperone - Senior High, if not a coach at $150.00

Chaperone and Cheerleader Sponsor - Junior High at $150.00

5th and 6th Grade Intramurals at $200.00

7th and 8th Grade Intramurals at $200.00

Senior High Intramurals at $200.00

Vocal Music Contests and Events, Middle School, at $100.00

5th and 6th Grade Band at $100.00

Football Field Preparation - $100.00 per year

Baseball, Softball Field Preparation - $5 per Preparation

Junior Class Sponsors - Senior High, $150 shared by six teachers

Senior Class Sponsors - Senior High, $125 shared by five teachers

Sponsor - Student Council, Senior High, $50.00

Sponsor - Honor Society & Presidential Classroom, Senior High, $25.00